STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

NOTICE OF INVITATION TO BID FOR LEASING OF STATE-OWNED FREEWAY LEASE AREAS

MARCH 20, 2007

ORAL BIDS WILL BE ACCEPTED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, DISTRICT 7, IN CONFERENCE ROOM 01.040A ON THE FIRST FLOOR, AT 100 S. MAIN STREET, LOS ANGELES, CALIFORNIA, ON TUESDAY, MARCH 20, 2007 AT 11:00 A.M. SHARP FOR THE PURPOSE OF LEASING PROPERTY SHOWN IN PAGE TWO (2) OF THIS PACKAGE. BIDDER REGISTRATION BEGINS AT 10:00 A.M. PLEASE PROVIDE AMPLE TIME TO FIND PARKING, SINCE THERE WILL BE NO PARKING AVAILABLE AT THE AUCTION SITE. ADDITIONAL TIME SHOULD ALSO BE ALLOTED TO OBTAIN A VISITOR'S BADGE BEFORE ENTERING THE ROOM WHERE THE AUCTION REGISTRATION AND BIDDING WILL TAKE PLACE.

ORAL AUCTION

THOSE WISHING TO PARTICIPATE IN THE AUCTION MUST ARRIVE PRIOR TO BIDDING TO REGISTER. LATECOMERS WILL NOT BE ALLOWED TO BID. ALL PARTICIPANTS (INCLUDING PRESENT TENANTS) MUST BRING CASHIER'S CHECKS IN THE AMOUNT OF THE INDICATED BID DEPOSIT AND A COMPLETED "BIDDER INFORMATION SHEET" (ATTACHED) TO THE AUCTION. CASHIER'S CHECKS WILL BE INSPECTED PRIOR TO BIDDING. BIDDER INFORMATION SHEETS WILL BE COLLECTED PRIOR TO BIDDING. "THE AIRSPACE PUBLIC PARKING LEASE APPLICATION" WILL BE COLLECTED AFTER THE AUCTION FROM SUCCESSFUL BIDDERS.

FOR FURTHER INFORMATION

WAYNE LEE (213) 897-0117 DANIEL HING (213) 897-1948

(or check the website)

www.dot.ca.gov/property/

BIDDER INFORMATION SHEET FOR ORAL AUCTION PARTICIPANTS

BIDDER NAME:		
ADDRESS:		·
TELEPHONE: ()		- PAGER: ()
ARE YOU BIDDING ON BEHALF OF A IF YES, NAME OF BUSINESS:		
I HEREBY CER	RTIFY THE ABOVE INFORM	MATION IS CORRECT:
Signature		Date:
	÷ .	
The above information must be p auction. Bids will not be accepted	orovided in full and subm d without this form.	itted prior to the beginning of the oral
BIDDER NUMBER:	(to be completed by Caltra	ans when presented by bidder on the day of the

STANDARD PARKING LEASES FOR MARCH 20, 2007 AUCTION

PARCEL NUMBER	DATE AVAILABLE	GROSS SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS			
07-FLA-005-003 1153 S. Soto Street Los Angeles	June 1, 2007	15,022	\$900.00	\$1,900.00	5 Year Parking Lease			
07-FLA-10-03 2080 10 th Street Los Angeles	June 1, 2007	11,435	\$450.00	\$1,450.00	5 Year Parking Lease			
07-FLA-10-16 1825 E. 16 th Street Los Angeles	June 1, 2007	3,471	\$150.00	\$1,150.00	5 Year Parking Lease			
07-FLA-10-123 Aliso Street between Myers and Mission Los Angeles	June 1, 2007	12,523	\$500.00	\$1,500.00	5 Year Parking Lease			
07-FLA-10-58 1831 Toberman Street Los Angeles	May 1, 2007	79,272	\$9,500.00	\$10,500.00	5 Year Parking Lease			
07-FLA-10-65 1823 Oak Street Los Angeles	May 1, 2007	6,329	\$650.00	\$1,650.00	5 Year Parking Lease			
07-FLA-010-103 110 E. McKinley Pomona	May 1, 2007	22,705	\$900.00	\$1,900.00	No special requirements. 100% of Park and Ride Lot may be used for parking. See Page 12 for details.			
07-FLA-110-003 110 Freeway and Slauson Ave. Lot on East side of 110 Freeway Los Angeles	May 1, 2007	5,328	\$250.00	\$1,250.00	Automobile Parking on only 32 specific spaces within the Park and Ride Lot. See Page 12 for details.			

PARCEL NUMBER	DATE AVAILABLE	GROSS SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS
07-FLA-105-009 105 Freeway and Long Beach Blvd. Lot North of the 105 Freeway on the West side of Long Beach Blvd. Lynwood	May 1, 2007	17,459	\$576.00	\$1,576.00	Automobile Parking on only 100 specific spaces during specific times within the Park and Ride Lot. See Page 12 for details.

DEVELOPMENTAL PARKING LEASES FOR MARCH 20, 2007 AUCTION

		MINIMUM		SPECIAL
1	REQUIREMENTS			
11 (111211222				
May 1, 2007	9,370	\$550.00	\$1,550.00	Automobile Display only. 5-year with 1 (one) five-year option. developmental lease See Page 13 for details.
May 1, 2007	131,048	\$1,300.00	\$2,300.00	5-year developmental lease with 1 (one) five-year option. See Page 14 for details.
May 1, 2007	109,149	\$1,100.00	\$2,100.00	5-year developmenta1 lease with 1 (one) five-year option. See Page 14 for details.
May 1, 2007	174,830 (Total) 9,205 (105-03) 89,951 (105-23) 75,674 (105-24)	\$3,480.00	\$4,480.00	5-year developmental lease with 1 (one) five-year option. All three sites are to be leased together as one unit. See Page 14 for details.
	DATE AVAILABLE May 1, 2007 May 1, 2007	May 1, 2007 May 1	DATE AVAILABLE GROSS SQUARE FEET MINIMUM MONTHLY BID May 1, 2007 9,370 \$550.00 May 1, 2007 131,048 \$1,300.00 May 1, 2007 109,149 \$1,100.00 May 1, 2007 174,830 (Total) \$3,480.00 (Total) 9,205 (105-03) (105-23) 89,951 (105-23) 75,674 75,674	DATE AVAILABLE GROSS SQUARE FEET MINIMUM MONTHLY BID DEPOSIT May 1, 2007 9,370 \$550.00 \$1,550.00 May 1, 2007 131,048 \$1,300.00 \$2,300.00 May 1, 2007 109,149 \$1,100.00 \$2,100.00 May 1, 2007 174,830 (Total) \$3,480.00 (\$4,480.00 \$4,480.00 May 1, 2007 176,000 (Total) \$1,100.00 (Total) \$1,000.00 (T

AUTO DISPLAY LEASE FOR MARCH 20, 2007 AUCTION

PARCEL NUMBER	DATE AVAILABLE	GROSS SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS
07-VEN-101-14 NW Quadrant Borchard Street Newbury Park	May 1, 2007	27,450	\$2,150.00	\$3,150.00	Automobile Display on only a portion of the Park and Ride Lot during specific time periods. See Page 15 for details.

General Disclaimer:

All properties are being leased as parking lots for operable wheeled vehicles and open storage only.

- 1. All bidders agree to all terms and conditions in the Standard Parking Open Storage Lease, Parking Development Lease and Auto Display Leases. If you have questions as to whether your proposed use falls within these guidelines please call the phone numbers listed on the first page. No further modifications will be made to any types of these leases. Prior to the bidding date, a copy of each type will be available for your review at the Right of Way Public Counter, 3rd Floor, 100 South Main Street, Los Angeles from 9:00 AM to 12:00 PM, and 1:00 PM to 3:00 PM. Partial terms of this lease are listed below:
- 2. The premises shall be used exclusively for the purposes of parking operable wheeled vehicles and open storage only.
- 3. Parking of wrecked or inoperable vehicles shall not be permitted.
- 4. There shall be no operation of facilities for a gasoline supply station. Vehicles used for gasoline or petroleum transportation shall not be permitted on the premises. No bulk storage of gasoline or petroleum shall be authorized.
- 5. The lessee shall make no improvements or alterations of any kind, to the premises without prior approval from the State.
- 6. The lessee shall pay all taxes and assessments that may be legally assessed on the Lessee's possessory interest or any improvements or equipment placed on the premises by the Lessee during the tenancy. Payment for all utilities is the responsibility of the Lessee.
- 7. A maximum of two signs which are no greater than 30 SF of surface area may be erected on the premises upon written approval by the State.
- 8. A high standard of cleanliness of the premises shall be required and at the Lessee's expense.
- 9. The Lessee's use of the premises shall comply with all Federal, State and local law, and at the Lessee's expense.
- 10. The maintenance of the premises including driveways, fences and guardrails shall be at Lessee's expense. The Lessee shall be responsible for repair to piers, columns, and column protection of the viaduct structure, which may be damaged incident to the Lessee's use of the premises.
- 11. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are \$ 5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number. (For More Specific Information see the next Section titled "Insurance Information Sheet")
- 12. The Lessee shall not assign, sublet, or otherwise transfer the lease without prior written approval by the State and the concurrence of the Federal Highway Administration.

- 13. Also no assigning, transfers, or subleasing can take place under any circumstances within the first six months of the lease term.
- 14. If the Lessee assigns, transfers, or subleases the site after the six month period, the Lessee shall pay the Department compensation in connection with the transaction in an amount equal to fifty percent (50%) of any and all consideration, whether in present payments or future payments, which tenant receives from an assignee, transferee or subtenant in excess of the amount of rent the Lessee is obligated to pay to the Landlord under the lease.
- 15. The State reserves a Right of Entry for necessary protection, maintenance, reconstruction, and operation of the freeway structures and appurtenances.
- 16. The Lessee agrees to comply with the Federal Civil Right Acts of 1964.
- 17. If trucks are to occupy the successful bidder (Lessee) shall be required to provide freeway column protection according to Department of Transportation's specifications for those airspace sites which are for other than automobile parking at the successsfull bidders own cost. Prior to the bidding date, a copy of the specifications for will be available for your review at the Right of Way Public Counter, 3rd floor, 100 South Main Street, Los Angeles from 9:00 AM to 12:00 PM, and 1:00 PM to 3:00 PM.
- 18. Storage of combustibles on the leased grounds, including wood pallets, shall not be permitted.
- 19. Regarding current or former tenants: all must be current in rental or lease payments and in good standing under any lease or rental agreement with Caltrans. Caltrans may refuse to accept any bid from a current or former tenant who is delinquent in rental or lease payments or in breach of any other provision of a Caltrans lease or rental agreement.
- 20. Re-Bidding on turned in lots: a lessee that submits a 90-day notice and gives up a property shall not be permitted to bid on the same property next time it is put up for auction.
- 21. **SECURITY DEPOSIT**: The State will hold from *Lessee* an amount equal to \$1,000 plus one month's rent as security deposit. Please note that the State does not characterize any portion of this deposit as "last month's rent". In the event of *DEFAULT* on parcels, *liquidated damages* will be equal to the entire bid deposit of the minimum bid and shall be kept as the default fee.
- 22. <u>Special Clauses notwithstanding</u>, either party shall have the right to cancel the lease upon (90) ninety days written notice, except that in the event of a national or other emergency, in which case the State shall have the right of immediate possession.
- 23. Annual Adjustment to Rent: All leases will be automatically increase 3% each year except for those years that reevaluation of minimum rent is to take place. Reevaluation of minimum rent will only apply to sites that have a 5 year initial term with a one 5 year option.

24. Reevaluation of Minimum Monthly Rent (Leases with 5 year initial terms with 5 year options only): The Reevaluated Rental Rate at the beginning of the lease option term shall be determined by the Landlord unilaterally setting the "fair market lease rate" from a rent survey of reasonably comparable Caltrans and non-Caltrans owned properties within the proximity of the subject property. If the tenant does not agree with the Landlord's determination of fair market lease rate the Tenant may provide a rental rate determined by a qualified M.A.I. appraiser. If the parties do not agree on a fair market rental rate by the termination date of the original lease, the lease shall terminate. (Please see clause 4.4 of the Lease Agreement for specific language.)

Maps

The maps attached to this announcement inviting bids are solely for reference as to locations. The areas shown on these maps are approximate and calculated as gross areas, unless otherwise indicated.

INSURANCE INFORMATION SHEET

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT OR BROKER.

The lease with the State of California, Department of Transportation, requires evidence of satisfactory liability and/or fire insurance. This evidence of insurance must be provided by completing the Department's Certificate of Insurance Form (enclosed) and returning it to the Department. In completing this form, the following requirements must be met:

- A. The Lessee must be shown as Named Insured
- B. The State of California, its officer, agents and employees must be included as Additional Insured, but only insofar as operations under the lease are concerned.
- C. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are \$ 5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number.
- D. The Minimum Limits of Liability are \$5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined.
- E. The insurer will not cancel or reduced the insured's coverage without 30 days prior written notice to the State.
- F. The State will not be responsible for the payment of any premiums or assessments.
- G. If the policy contains any clause excluding coverage as to property in the care, custody or control of the insured, such clause shall not apply with regard to any liability of the State of California, its officers, agents, or employees.
- H. Fire Insurance -The minimum limits of fire insurance coverage must be 100 percent of replacement value.

GENERAL BID PROCEDURES:

- 1. The successful bidder must provide a completed and signed Non-Residential Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Non-Residential Lease Application are incorrect, false or misleading, the successful bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the successful bidder's bid deposit, which will be retained as liquidated damages.
- 2. No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice.
- 3. The State reserves the right to accept only those bids that are deemed in the best interest of the State. Acceptance of bids is subject to a bidder qualifications check and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the lease.
- 4. **BID DEPOSIT:** Each winning bid must be accompanied by a bid deposit in the form of a certified or cashier's check payable to the State of California. A Public Agency shall have the option of submitting the required rental and security deposit following its Board Approval of the STATE'S STANDARD LEASE FORM.
- 5. **DEPOSITS AND FIRST MONTH'S RENT:** The successful bidder shall present a certified or cashier's check in the amount equal to the difference between the bid deposit and the security deposit not later than fifteen (15) days prior to the commencement date of the lease. In addition, Lessee will present a certified or cashier's check for the first months rent not later than fifteen (15) days prior to the commencement date of the lease. This check should be delivered to the Right of Way Airrspace Development Branch of Caltrans, Attn: Wayne Lee, 100 S. Main Street, Los Angeles, California, 3rd Floor. Failure to pay by the date indicated will result in forfeiture of the bid deposit, which will be kept by Caltrans as liquidated damages.
- 6. The airspace property is being leased in an "as is" condition.
- 7. Successful bidders are to utilize only the designated area as specified on the attached parcel map and further referenced in their lease.
- 8. Regarding current or former tenants: all must be current in rental or lease payments and in good standing or former tenant who is *delinquent* in rental or *lease payments* or in *breach* of any other provision of a Caltrans lease or rental agreement.
- 9. Caltrans reserves the right to refuse any or all bids.
- 10. Failure of the successful bidder to execute the appropriate Caltrans lease for any reason will be considered a *default* by Caltrans and may result in the forfeiture of the entire bid deposit which will be kept by Caltrans as liquidated damages.

SPECIAL REQUIRMENTS FOR FLA-010-0103

There are no special requirements for this site. The entire parcel is available 24 hrs a day 7 days a week.

SPECIAL REQUIRMENTS FOR FLA-110-003

Only 32 site-specific spaces will be available for lease. The spaces are numbered and highlighted in grey on the enclosed exhibit map. These particular spaces are available 24 hours a day 7 days a week. See attached map indicating the appropriate spaces to be leased. Please note that all drive aisles for the Park and Ride are to remain open to the public.

SPECIAL REQUIRMENTS FOR FLA-105-009

Only 100 site-specific spaces will be available for lease of operating vehicles only. These spaces are highlighted in gray on the enclosed exhibit map. These particular spaces are only available for the following periods:

Saturdays: 8:00 am to 10:00 pm Sundays: 8:00 am to 10:00 pm

Please note that all drive aisles for the Park and Ride are to remain open to the public.

SPECIAL REQUIREMENTS FOR FLA-010-0124-01

Specifications:

FLA 07-FLA-010-0124 requires development as an operating automobile display lot only. No sales will take place on the premises. The development costs should include but not be limited to:

- 1. Engineering/Administrative Costs (plans completed by a licensed Civil Engineer, Permits, etc)
- 2. Plan review of proposed display lights and or parking lot lights. A determination that any proposed lighting will not have any negative impact on the operations of the on-ramp and on the mainline will need to be done.
- 3. The irrigation system will need to be redone so that the areas outside of the lease area continue to be irrigated without damage to controllers, valves, and backflows. Also the irrigation system for the leased area will have to be under a separate water meter.
- 4. Existing trees to be removed will be replaced with the ratio determined by the District Landscape Branch. The landscape and irrigation plans are to be prepared by a licensed landscape architect and submitted for review.
- 5. Also a proper parking lot plan with display area will need to be defined. The paving plan will not be acceptable without the other plans.
- 6. Ramp metering conduit shall be protected in place or replaced in kind.
- 7. The City of West Covina should review and approve this proposal.
- 8. The State presently has full access control surrounding the proposed airspace lease area. Therefore, any access that is proposed (such as gates or driveways) would have to be carefully reviewed by the State and may also require a traffic study to be completed.
- 9. Drainage shall also be addressed in the plans. Connections to any existing storm drain systems should be reviewed to determine if the capacity of the existing systems is adequate to handle additional runoff.
- 10. Environmental Study approved by the local agency.
- 11. Air Quality Study approved by the local Air Quality Regional Board or the local Air Quality Regional Board or the local Association of Governments.
- 12. A stormwater management plan will be required.

Preliminary and final plans will be subject to Department review and approval. Construction will require a City Building Permit and State Encroachment Permit. If the final plans are not approved and permits are not acquired within 180 days of lease execution a default will be issued. The Department may retain the bid deposit as liquidated damages and take possession of the property.

SPECIAL REQUIREMENTS FOR FLA-105-03, -20, -21, -23, -24

Specifications:

FLA-105-20, -21, -23, -24 require development for operating motor vehicle parking only. Sites 105-23, 105-03, and 105-24 will be leased as one parcel. No sales will take place on the premises. The development costs should include but not be limited to:

- 1. Engineering/Administrative Costs (plans completed by a licensed Civil Engineer, Permits, etc)
- 2. Environmental Study approved by the local agency.
- 3. Air Quality Study approved by the local Air Quality Regional Board or the local Air Quality Regional Board or the local Association of Governments.
- 4. Column Protection (attached are samples of column protection). Applicant can propose alternate protection systems as long as they provide equivalent amount of protection to the structure columns and public as shown in the samples.
- 5. Drainage plans approved by the Department.
- 6. Lessee will be responsible to obtain approved access point from the City and all improvement costs involved with this item.
- 7. Drainage shall also be addressed in the plans. Connections to any existing storm drain systems should be reviewed to determine if the capacity of the existing systems is adequate to handle additional runoff.
- 8. A stormwater management plan will be required.

Preliminary and final plans will be subject to Department review and approval. Construction will require a City Building Permit and State Encroachment Permit. If the final plans are not approved and permits are not acquired within 180 days of lease execution a default will be issued. The Department will retain the bid deposit as liquidated damages and take possession of the property.

SPECIAL REQUIRMENTS FOR VEN101-0014

Daily Use:

The leased premises shall be used exclusively as a parking lot for the purposed of <u>DISPLAYING</u> operable wheeled motor vehicles for private party sale. The lessee will display in each vehicle one 8.5 " x 11" placard bearing a number from 1 to 158 during the hours of operation. Failure to post a placard on any display vehicle may be considered a material breach of the lease. <u>NO OTHER ACTIVITIES OF ANY KIND OR CHARACTER SHALL BE CONDUCTED</u>, <u>PERMITTED OR ALLOWED UPON THE LEASED PREMISES</u>, <u>ALL SALES TRANSACTIONS ARE TO OCCUR OFFSITE</u>.

The Lessee shall be entitled to use the one hundred fifty-eight (158) spaces (space #1 thru #158) out of the total of one hundred sixty-six (166) spaces from 7:00 P.M. Friday until 7:00 P.M. Sunday. The eight spaces shown in outlined in gray (space #159 thru #166) on the enclosed Exhibit map shall be reserved for Park and Ride weekend use. (Please note that the space sizes are not to scale on the Exhibit Map).

The Lessee shall be entitled to use the thirty (30) spaces as shown as spaces #1 thru #12 and #69 thru #86 on the enclosed Exhibit map on a seven day per week, twenty-four (24) hour basis (Please note that the space sizes are not to scale on the Exhibit Map)

Please note that all drive aisles for the Park and Ride are to remain open to the public.

It shall be the responsibility of the Lessee to insure that all vehicles are removed from the weekend space area no later than 7:00 P.M. Sunday.

Security of Property:

- 1. As a part of consideration for this lease, Lessee shall maintain an attendant upon the leased premises and within the area of the Park-and-Ride Lot. This attendant shall be present on the premises at least nine hours per day between 8:00 a.m. and 5:00 p.m., seven days a week. During these hours the attendant shall perform the following duties:
- a. Maintain watch over the vehicles parked in the Park-and Ride Lot and note any suspicious or potentially criminal activity. In this connection, the attendant shall not confront any suspicious person or expose himself or herself to any physical harm, but shall make notes to assist in the identification of any relevant license number, and shall report such activity as soon as possible to the appropriate law enforcement authority.
- b. Report any observed safety problems or concerns to the Caltrans Park-and -Ride Unit.
- c. Maintain the premises in and around the Park-and –Ride Lot on a daily basis so that it remains free of all trash, garbage, liter or other materials, which are the product of or related to Lessee's activities.
- d. Assist generally in and around the Park and Ride Lot in the control and removal of litter from any source whatsoever.

NON-RESIDENTIAL RENTAL APPLICATION

RW 11-6 (2/1996)

COMPLETE ALL ITEMS-PLEASE PRINT (Co-Applicants complete separate forms.)

PERSONAL INFORMATION, NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.17 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

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NON-RESIDENTIAL RENTAL APPLICATION (Cont.)

RW 11-6 (2/1996)

Business Assets

Please attach financial statements for the past two (2) years. (If self-employed or retired, attach financial statements and/or income tax returns.)

I certify that I have never filed for bankruptcy and have no accounts past due.

APPLICANT'S SIGNATURE			DATE	
In Case of Emergency, Notify:	Home Address	Home Phone	City	Relationship
1				
2.			,	
Local Personal References	Home Address	Home Phone	Occupation	Length of Acquaintance
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2.				

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security account number."

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.6, which reads:

"The Department is **authorized** to lease any lands which are held for State Highway purposes and are not presently needed therefore on such terms and conditions as the Director may fix and to maintain and care for such property in order to secure rent therefrom."

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedure required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5.

Applicant represents that statements made above are true and correct and hereby authorizes verification of references including but not limited to the obtaining of a credit report and agrees to furnish additional credit references on request. Applicant acknowledges receipt of notification of the provisions of the Federal Privacy Act of 1974 and consent thereof.

I CERTIFY THAT I HAVE READ THE NOTICE TO APPLICANTS DESIRING TO RENT DEPARTMENT OF TRANSPORTATION PROPERTIES AND AGREE TO THE CONDITIONS SET FORTH.

The undersigned makes application to rent nonresidential property designated at address below for the rental fee and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due before occupancy.

RENTAL PROPERTY ADDRESS	RENTAL FEE
APPLICANT'S SIGNATURE	DATE